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*Attorneys for Plaintiffs ALISU INVESTMENTS, LTD,  
and KARGO GROUP GP, LLC*

**UNITED STATES DISTRICT COURT**  
**CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

ALISU INVESTMENTS, LTD. and  
KARGO GROUP GP, LLC,

Plaintiffs,

v.

TRIMAS CORPORATION d/b/a/ NI  
INDUSTRIES, INC.; BRADFORD  
WHITE CORPORATION; LUPPE  
RIDGWAY LUPPEN; PAULA BUSCH  
LUPPEN; METAL PRODUCTS  
ENGINEERING; DEUTSCH/SDL,  
LTD.; RHEEM MANUFACTURING  
COMPANY; INFINITY HOLDINGS,  
LLC; and STANSTEEL  
CORPORATION,

Defendants.

AND ALL COUNTERCLAIMS

Case No. 2:16-CV-00686 MWF (PJWx)

Honorable Michael W. Fitzgerald

**STIPULATION TO MODIFY  
ORDER RE JURY TRIAL**

1 Pursuant to Central District Civil Local Rule 7-1, Plaintiffs Alisu Investments,  
 2 Ltd. and Kargo Group GP, LLC (collectively “Plaintiffs”), on the one hand, and  
 3 Defendants TriMas Corp. d/b/a NI Industries, Inc.; Bradford White Corp.; Luppe  
 4 Ridgway Luppen; Paula Busch Luppen; Metal Products Engineering; Deutsch/SDL  
 5 Ltd.; Rheem Manufacturing Co.; and Infinity Holdings, LLC (“Defendants”), on the  
 6 other hand (collectively the “Parties”), by and through their respective counsel,  
 7 HEREBY STIPULATE AND AGREE as follows:

8 WHEREAS, the above-captioned action was filed on or around February  
 9 1, 2016;

10 WHEREAS, on March 6, 2017, this Court issued an Order re Jury Trial, Doc.  
 11 68, setting various deadlines related to discovery and trial;

12 WHEREAS, on January 3, 2018, the Parties’ filed a Stipulation to Modify  
 13 Order re Jury Trial, Doc. 131 (“Jan. 2018 Stipulation”), which continued the then-  
 14 remaining trial and pretrial dates in the Order re Jury Trial by approximately 12  
 15 months, and which the Court granted on January 4, 2018, Doc. 132;

16 WHEREAS, Plaintiffs represent that pursuant to the Jan. 2018 Stipulation,  
 17 they have diligently conducted environmental investigation at the property that is  
 18 the subject of this litigation, located at 4901 Boyle Ave., Vernon CA, 90058 (“the  
 19 Property”), throughout the year 2018, including investigatory work completed  
 20 pursuant to a voluntary cleanup agreement between Plaintiffs and California  
 21 Department of Toxic Substances Control (“DTSC”);

22 WHEREAS, in particular, on February 26, 2018, DTSC provided comments  
 23 on the Groundwater Monitoring Wells-Nested Soil Vapor Probes Installation Report  
 24 submitted to DTSC by Plaintiffs’ environmental consultant on November 28, 2017,  
 25 which recommended further development of groundwater monitoring wells and  
 26 further testing of both groundwater and soil samples at the Property; Plaintiffs’  
 27 environmental consultant submitted a First Semi-Annual Groundwater Monitoring  
 28 Report to DTSC on March 26, 2018; Plaintiffs’ submitted multiple documents

1 between February and November 2018 concerning the characterization, analysis,  
2 and removal of potentially contaminated waste and soil windrows generated in the  
3 course of Plaintiffs' investigative efforts at the Property; Plaintiffs' environmental  
4 consultant submitted a comprehensive Supplemental Site Assessment II to DTSC  
5 dated October 18, 2018, and a Supplemental Site Assessment III Work Plan dated  
6 October 19, 2018, on which Plaintiffs are awaiting comment and approval from  
7 DTSC; and Plaintiffs entered into an Amended Voluntary Cleanup Agreement with  
8 DTSC, effective November 29, 2018, which detailed and expanded the scope of  
9 work to be conducted under the Voluntary Cleanup Agreement;

10 WHEREAS, Plaintiffs represent that in conjunction with the investigative  
11 efforts described above, they are simultaneously investigating chlorinated solvent  
12 contamination in deep soil gas and groundwater at locations immediately northeast  
13 and east of the Property that Plaintiffs understand and believe to be upgradient,  
14 specifically underneath South Boyle Avenue, which investigation is proceeding  
15 expeditiously and which Plaintiffs believe will shed substantial light on off-site  
16 contributions to groundwater and deep soil gas contamination at the Property from  
17 upgradient sources, and which will in turn substantially inform the Plaintiffs'  
18 assessment of their damages and apportionment of alleged responsibility among and  
19 between the Defendants;

20 WHEREAS, several of the Parties, in particular Plaintiffs and Defendants  
21 Bradford White Corp. and TriMas Corp., have begun discussing, and wish to further  
22 pursue, formal settlement negotiations, and believe that the discovery and regulatory  
23 record developed to date provides the Parties a basis to negotiate such a settlement;

24 WHEREAS, to minimize discovery costs to all Parties, provide time for  
25 Plaintiffs to advance their regulatory investigation under the DTSC, and provide  
26 time for the Parties to pursue potential settlement and resolution, the Parties agree  
27 that fact discovery should be stayed for 120 days from the date of entry of this  
28

1 Stipulation and accompanying Proposed Order, after which time discovery would  
2 proceed according to the modified deadlines listed below;

3 WHEREAS, the parties may, by agreement between the propounding and  
4 responding parties, and notwithstanding the stay of fact discovery, complete  
5 discovery already propounded at the time of this stipulation, and may meet and  
6 confer regarding any anticipated motions to compel further responses that may be  
7 filed after the stay is lifted;

8 WHEREAS, notwithstanding the stay provided for in the previous paragraph,  
9 Plaintiffs agree to produce within 15 days of sending or receiving any and all  
10 documentation concerning the ongoing investigation and/or remediation of the  
11 Property and offsite areas, including, but not limited to, all reports, complaints,  
12 comments, work plans, permits, invoices, purchase orders, waste manifests,  
13 timesheets, bills of lading, receipts, Material Safety Data Sheets, inspection reports,  
14 raw data, field logs, data validation documents or reports, communications  
15 (including correspondence, reporting, comments, requests, and emails to or from the  
16 DTSC), memoranda, notes, emails, test results, sampling results, quality control  
17 information, lab reports, and surveys;

18 WHEREAS, Plaintiffs agree to notify Defendants at least 15 days prior to any  
19 work connected to the ongoing investigation and/or remediation at the Property and  
20 offsite areas; WHEREAS, certain counsel has other previously scheduled trial  
21 obligations that would preclude trial in this matter going forward in December 2019;

22 WHEREAS, the Parties agree that modifications to the Order re Jury Trial are  
23 necessary and proper in light of all the foregoing;

24 NOW THEREFORE, Plaintiffs and Defendants hereby stipulate, subject to  
25 the Court's approval and Order, that remaining deadlines listed in Part I of the  
26 Court's Order re Jury Trial be modified as follows:  
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1	Non-Expert Discovery Cut-off	June 4, 2019
2	Expert Disclosure (Initial)	June 11, 2019
3	Expert Disclosure (Rebuttal)	July 9, 2019
4	Expert Discovery Cut-off	July 23, 2019
5	Last Day to Hear Motions	October 22, 2019
6	Last Day to Conduct ADR Proceeding	November 5, 2019
7		
8	File Memorandum of Contentions of Facts and Law, Exhibit and Witness Lists, Status Report regarding settlement, and all Motions in Limine	December 17, 2019
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10		
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12	Lodge Pretrial Conference Order, file agreed set of Jury Instructions and Verdict Forms, file statement regarding Disputed Instructions and Verdict Forms, and file oppositions	December 31, 2019
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15	Final Pretrial Conference and Hearing on Motions in Limine	January 14, 2020 at 11:00 a.m.
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17	Trial Date (Est. 7–10 days)	February 4, 2020 at 8:30 a.m.

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19 IT IS SO STIPULATED.

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21  
22 Dated: December 24, 2018

**SHER EDLING LLP**

23 By: /s/ Martin D. Quiñones

24 Matthew K. Edling

25 Martin D. Quiñones

26 *Attorneys for Plaintiffs ALISU*

27 *INVESTMENTS, LTD, and KARGO GROUP*  
28 *GP, LLC*

1 Dated: December 24, 2018

**NORTON ROSE FULBRIGHT US LLP**

2  
3 By: /s/ H. Joseph Drapalski III

4 Elizabeth M. Weaver

5 H. Joseph Drapalski III

6 *Attorneys for Defendant TriMas Corporation*

7 Dated: December 24, 2018

**ALLEN MATKINS LECK GAMBLE  
MALLORY & NATSIS LLP**

8  
9 By: /s/ Tim C. Hsu

10 Tim C. Hsu

11 Marcella Lyons

12 *Attorneys for Defendants Bradford White  
Corporation*

13 Dated: December 24, 2018

**CROCKETT & ASSOCIATES**

14  
15 By: /s/ Lisa Dearden Trépanier

16 Robert D. Crockett

17 Lisa Dearden Trépanier

18 *Attorney for Defendants Luppe Ridgway  
Luppen, Paula Busch Luppen, and Metal  
Products Engineering*

19  
20 Dated: December 24, 2018

**A|D|Y Law Group, P.C.**

21  
22 By: /s/ A. David Youssefye

23 A. David Youssefye

24 *Attorney for Defendant Infinity Holdings,  
LLC*

1 Dated: December 24, 2018

**STILESPOMEROY LLP**

2  
3 By: /s/ Charles H. Pomeroy

4 Charles H. Pomeroy

5 Michael J. Stiles

6 *Attorney for Defendant Deutsch/SDL, LTD*

7 Dated: December 24, 2018

**TROUTMAN SANDERS LLP**

8 By: /s/ Douglas Henderson

9 Douglas Henderson

10 Kevin Gilliland

11 *Attorney for Defendant Rheem*

12 *Manufacturing Company*

13  
14 **ECF CERTIFICATION**

15 I, Martin D. Quiñones, in compliance with Civil Local Rule 5-4.3.4(a)(2)(i),  
16 hereby attest that the above-named counsel have concurred in this filing.  
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